

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO

UNITED STATES OF AMERICA,

Plaintiff,

vs.

CIVIL NO. 1:18 CV 508 KG-LF

WILLIAM D. HUNTER,

Defendant.

**DEFAULT JUDGMENT, DECREE OF FORECLOSURE  
AND ORDER OF SALE**

THIS MATTER coming before the Court, the United States appearing by and through its attorneys, John C. Anderson, United States Attorney for the District of New Mexico, and Manuel Lucero, Assistant United States Attorney; Defendant appearing not; and the Court being fully advised in the premises, FINDS:

1. Defendant, William D. Hunter, was properly served with the complaint on or about September 9, 2018. *See, Doc. 4.*

2. Defendant, William D. Hunter, has not answered or otherwise plead and a Clerk's Entry of Default was entered on November 6, 2018. *See, Doc. 10.*

3. This Court has jurisdiction over the parties and the subject matter of this suit.

4. The allegations of the Complaint are sustained by the evidence and are adopted as findings of fact. The Court concludes as a matter of law that the Plaintiff is entitled to the relief demanded in the Complaint.

5. The Note and Security Agreement described in the Complaint were executed and

delivered by William D. Hunter, to USDA, an agency of the United States of America. The Security Agreement was perfected by filing in Hidalgo County and with the Secretary of State's office. *See Doc. 1 Complaint Exhibit 1.* The note is in default and there is due the United States the following:

Debt due and owing on

Note 1 as of May 31, 2018

\$12,506.56

The United States is further due interest accruing at the daily rate of \$0.4164 from May 31, 2018, to the date of Judgment, with interest accruing at the legal rate of 1.25% per annum thereafter, computed daily and compounded annually until paid, plus the amount of any advances made after May 31, 2018.

6. Said amount is a first and prior lien on the described personal property and equipment (Property) located in Hidalgo County, New Mexico at 1184 State Highway 338, Animas, NM 88020. *See Doc. 1 Complaint Exhibit 2.*

IT IS THEREFORE ORDERED, ADJUDGED and DECREED as follows:

A. The United States of America is granted an *in rem* judgment against Hunter in the sum of \$12,506.56, plus interest calculated at 1.25% on Note 1 with a daily accrual of \$0.4164 as of May 31, 2018, to the date of judgment, with interest accruing at the legal rate thereafter until paid, plus any advances, a 10% surcharge as provided for by 28 U.S.C. §§ 3011, if appropriate, and the United States District Court Clerk filing fee in the amount of \$400.00 pursuant to 28 U.S.C. §§ 2412 (a)(2).

B. The United States has a first and prior lien on the Personal Property.

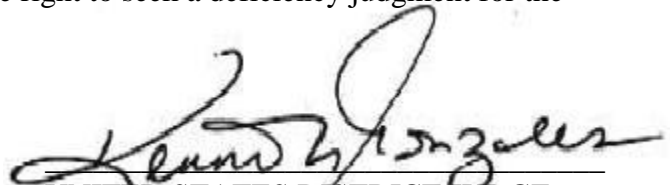
C. The Court order that the equipment subject to the Note and Security Agreement be delivered to an auctioneer to be designated by the United States. The United States

respectfully requests that the Court allow USDA arrange for the delivery of the equipment to an auctioneer of its choice and for the sale of the equipment in the ordinary course of business of the auctioneer after due and proper notice setting forth the time and place for public sale of the equipment.

D. The Property shall be purchased for cash the purchaser at the auction shall take immediate possession and title to the Personal Property free and clear of any and all claims, unless it is purchased by the United States. If it is purchased by the United States it may credit the amount of principal and interest due it against the purchase price.

E. The proceeds of the sale shall be applied as follows: (1) to payment of the United States fees, any costs of this action and disbursements in accordance with the laws and rules of this court; (2) to the payment of the lien of the United States; (3) any remaining funds to be paid to the Clerk of the Court to be disbursed on order of this Court as may be determined subsequently and as this Court shall at that time direct

F. After sale, the United States shall report its actions to this Court, on whether or not the sale of the equipment was sold and the full debt paid. If the amount of the sale is not enough to pay the debt in full, USDA reserves the right to seek a deficiency judgment for the balance of the debt remaining.



UNITED STATES DISTRICT JUDGE

APPROVED AND SUBMITTED BY:

JOHN C. ANDERSON  
UNITED STATES ATTORNEY  
/s/ Manuel Lucero 12/7/2018  
MANUEL LUCERO  
Assistant U.S. Attorney